

REMARKS/ARGUMENTS

Claims 1-3, 6-11, and 14-24 are pending in this application. By this Amendment, claims 1-3, 9-11, 21, and 22 are amended. Claims 5 and 13 are canceled without prejudice to or disclaimer of the subject matter contained therein.

The courtesies extended to Applicant's representatives by Examiner Hamza at the personal interview held June 22, 2009, are appreciated. The reasons presented at the interview as warranting favorable action are incorporated into the remarks below and constitute Applicant's record of the interview.

CLAIM REJECTIONS UNDER 35 U.S.C. § 102

In section 2 on pages 2-6, the Office Action rejects claims 1-3, 5-11, and 13-24 under 35 U.S.C. § 102(b) as allegedly being anticipated by U.S. Patent Number 6,061,334 to Berlovitch et al. ("Berlovitch"). Applicant respectfully traverses this rejection.

As discussed at the interview, Berlovitch fails to disclose, *inter alia*, the subject matter contained in the previously-filed versions of claim 5 and step c of claim 3. As agreed upon, the incorporation of this subject matter into the independent claims would necessitate a new search if the claims are to remain rejected. While Applicant believes that Berlovitch further fails to disclose each and every element of independent claims 1 and 9 as previously filed, in the interest of

furthering prosecution, the above referenced subject matter has been incorporated into independent claims 1 and 9.

Independent claim 1, as amended, recites, “ensuring that the first set and the second set have no virtual ports in common.” Independent claim 9 contains a similar recitation.

On page 4, the Office Action cites Berlovitch as allegedly disclosing this feature, specifically pointing to Column 9, Lines 18-47. The cited lines, however, disclose only the two phases of VLAN management performed by a network manager or Virtual Network Software. The two phases are broadly defined as the one time network initialization and the ongoing management of network changes. Neither of the phases are described, however, as utilizing member and forbidden sets or ensuring the mutual exclusivity of such. Further, Berlovitch generally fails to disclose this functionality. Accordingly, Applicant respectfully submits that Berlovitch fails to disclose, *inter alia*, “ensuring that the first set and the second set have no virtual ports in common.”

Independent claim 1, as amended, further recites, “ensuring that configuring a VLAN associated with the requested VLAN ID would not violate a maximum limit of VLANs on the physical port.” Independent claim 9 contains a similar recitation. On page 4, the Office Action cites Berlovitch as allegedly disclosing this feature, specifically pointing to Column 9, Lines 18-47. As explained above, the cited lines,

disclose only the two phases of VLAN management performed by a network manager or Virtual Network Software. Neither of the phases is described as taking note of the maximum number of VLANs that may be configured on a single port or ensuring that this number is not surpassed by the configuration of a specific VLAN. Further, Berlovitch generally fails to disclose this functionality. Accordingly, Applicant respectfully submits that Berlovitch also fails to disclose, *inter alia*, “ensuring that configuring a VLAN associated with the requested VLAN ID would not violate a maximum limit of VLANs on the physical port.”

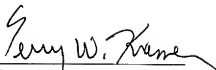
For at least the foregoing reasons, Applicant respectfully submits that Berlovitch fails to teach each and every element of independent claims 1 and 9 and that claims 1 and 9 are therefore allowable. Claims 2-3, 6-8, 17, 19, 21, and 23 depend from allowable claim 1; claims 10-11, 13-16, 18, 20, 22, and 24 depend from allowable claim 9. Claims 2-3, 6-8, 10-11, and 13-24 are therefore allowable based on their respective dependencies as well as for the separately patentable subject matter contained therein. Accordingly, Applicant respectfully requests the withdrawal of the rejection of claims 1-3, 5-11, and 13-24 under 25 U.S.C. § 102(b) and the allowance of all pending claims.

CONCLUSION

While we believe that the instant amendment places the application in condition for allowance, should the Examiner have any further comments or suggestions, it is respectfully requested that the Examiner telephone the undersigned attorney in order to expeditiously resolve any outstanding issues.

In the event that the fees submitted prove to be insufficient in connection with the filing of this paper, please charge our Deposit Account Number 50-0578 and please credit any excess fees to such Deposit Account.

Respectfully submitted,
KRAMER & AMADO, P.C.



Terry W. Kramer
Registration No.: 41,541

Date: July 14, 2009

KRAMER & AMADO, P.C.
1725 Duke Street, Suite 240
Alexandria, VA 22314
Phone: 703-519-9801
Fax: 703-519-9802